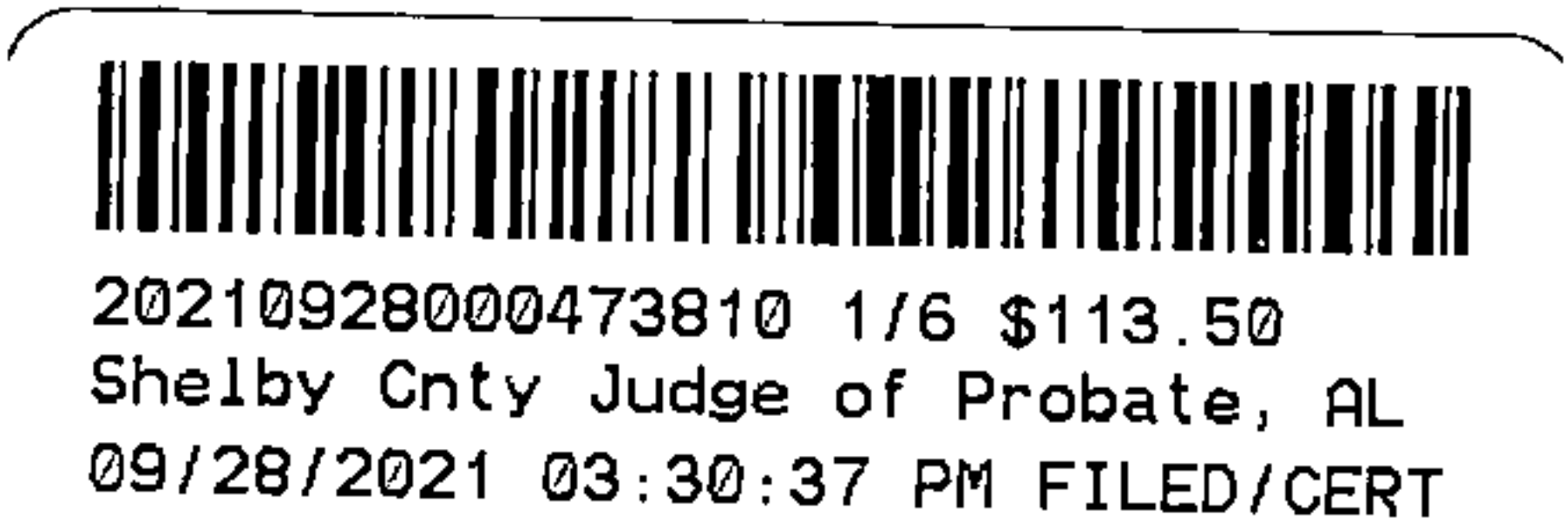


This instrument was prepared by:  
Clayton T. Sweeney, Esquire  
2700 Highway 280 East, Suite 160  
Birmingham, Alabama 35223

Send Tax Notice to:  
James N. Irvin  
Amanda E. Irvin  
128 Austin Circle  
Birmingham, AL 35242

STATE OF ALABAMA )  
COUNTY OF SHELBY )



STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of **Three Hundred Five Thousand and NO/100 Dollars (\$305,000.00)** to the undersigned grantor, **Eddleman Residential, LLC, an Alabama limited liability company** (herein referred to as "Grantor"), in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **Eddleman Residential, LLC, an Alabama limited liability company**, does by these presents, grant, bargain, sell and convey unto **James N. Irvin and Amanda E. Irvin**, (hereinafter referred to as "Grantees", whether one or more), for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion the following described real estate (the "property"), situated in Shelby County, Alabama, to-wit:

DESCRIPTION TRACT 12-H:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 43 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24 FOR 958.05 FEET TO THE POINT OF BEGINNING AND THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN ALONG SAID DRIVE NORTH 51 DEGREES.49 MINUTES 57 SECONDS EAST FOR 286.65 FEET; THENCE LEAVING SAID DRIVE RUN SOUTH 31 DEGREES 59 MINUTES 50 SECONDS EAST FOR 995.04 FEET; THENCE RUN SOUTH 49 DEGREES 12 MINUTES 32 SECONDS WEST FOR 1016.23 FEET; THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST FOR 130.60 FEET; THENCE RUN NORTH 51 DEGREES 16 MINUTES 27 SECONDS WEST FOR 240.38 FEET; THENCE RUN NORTH 46 DEGREES 36 MINUTES 36 SECONDS WEST FOR 158.47 FEET; THENCE RUN NORTH 19 DEGREES 13 MINUTES 52 SECONDS WEST FOR 201.72 FEET; THENCE RUN NORTH 65 DEGREES 03 MINUTES 21 SECONDS WEST FOR 284.36 FEET TO THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN ALONG SAID DRIVE THE FOLLOWING COURSES: NORTH 41 DEGREES 27 MINUTES 50 SECONDS EAST FOR 108.83 FEET; NORTH 46 DEGREES 51 MINUTES 45 SECONDS EAST FOR 78.64 FEET; NORTH 43 DEGREES 19 MINUTES 31 SECONDS EAST FOR 137.94 FEET; NORTH 44 DEGREES 58 MINUTES 31 SECONDS EAST FOR 191.44 FEET; NORTH 44 DEGREES 58 MINUTES 31 SECONDS EAST FOR 396.05 FEET; NORTH 50 DEGREES 18 MINUTES 39 SECONDS EAST FOR 179.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN RIGHTS AS SET OUT IN EASEMENT AGREEMENT BY AND BETWEEN THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF BIRMINGHAM AND PINE MOUNTAIN PRESERVE, LLLP, WITH RESERVATIONS AND RESTRICTIONS INCLUDED THEREIN, RECORDED IN INSTRUMENT 20140829000272700, AMENDMENT AND RESTATEMENT OF EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT 2021020900007920, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This deed is executed as required by the Articles of Organization and Operational Agreement of said limited liability company and same have not been modified or amended.

\$228,750.00. of the consideration was paid from the proceeds of a mortgage<sup>1</sup> loan closed simultaneously herewith.

The above property is conveyed subject to:

- (1) 2022 Ad Valorem taxes which have accrued but are not yet due and payable.
- (2) Transmission line permit to Alabama Power Company, as recorded in Deed Book 111, Page 270; Deed Book 241, Page 380; Deed Book 241, Page 403; Deed Book 241, Page 406 and Deed Book 242, Page 443, in the Probate Office of Shelby County, Alabama.
- (3) Right of Way to Shelby County, recorded in Deed Book 233, Page 606 and Deed Book 233, Page 609, in the Probate Office of Shelby County, Alabama.
- (4) Easement Agreement by and between The Young Men’s Christian Association of Birmingham and Pine Mountain Preserve, LLLP, with reservations and restrictions included therein, recorded in Instrument

CLAYTON T. SWEENEY, ATTORNEY AT LAW



20140829000272700, and Amendment and Restatement of Easement Agreement recorded in Instrument 20210209000067920, in the Probate Office of Shelby County, Alabama.

(5) Agreement between First Christian Church of Birmingham, Inc. and Estes H. and Florence Parker Hargis Charitable Foundation and Hargis Daffodil Hills Foundation recorded in Real Record 55, Page 966, in the Probate Office of Shelby County, Alabama.

(6) Right of Way granted to Cahaba Girl Scout Council, Inc. as recorded in Deed Book 295, Page 45 and Deed Book 295, Page 48, in the Probate Office of Shelby County, Alabama.

(7) Easement to Southern Bell Telephone and Telegraph Company recorded in Deed Book 320, Page 981 and Deed Book 343, Page 934, in the Probate Office of Shelby County, Alabama.

(8) Assignment and Assumption of Settlement Decree dated 4-12-99, from First Christian Church of Birmingham, Inc. to The Young Men's Christian Association of Birmingham, filed for record 4-13-99, recorded in Instrument 1999-15749; together with Assignment and Assumption of Settlement Decree dated 3/21/2019 by The Young Men's Christian Association of Birmingham and Eddleman Lands, LLC filed for record 3/25/2019 in Instrument 20190325000094390, in the Probate Office of Shelby County, Alabama.

(9) Assignment of Trust Agreements dated 4-12-99, by First Christian Church of Birmingham, Inc. and The Young Men's Christian Association of Birmingham, filed for record 4-13-99, recorded in Instrument 1999-15741; together with Assignment and Assumption of Settlement Decree dated 3/21/2019 by The Young Men's Christian Association of Birmingham and Eddleman Lands, LLC filed for record 3/25/2019 in Instrument 20190325000094380, in the Probate Office of Shelby County, Alabama.

(10) Easement granted to Alabama Power Company, as recorded in Instrument 1996-4161, Instrument 2001-9989; Instrument 20040910000505360; Instrument 20131002000395680; Instrument 20150219000053250; and Instrument 20200327000120980, in the Probate Office of Shelby County, Alabama.

(11) Easement granted to Alabama Power Company, as recorded in Instrument 20131002000395690; Instrument 20160926000350620; Instrument 2016092000350630; and Instrument 20180103000000340, in the Probate Office of Shelby County, Alabama.

(12) Supplementary Declaration and Amendment to the Declaration of Easements, Covenants and Restrictions, Pine Mountain Preserve, a Natural Community, Pine Mountain Trail Sector, as recorded in Instrument 2021040100163200, in the Probate Office of Shelby County, Alabama.

(13) Easement Agreement between Pine Mountain Preserve, Inc. and Pine Mountain Association, Inc. as recorded in Instrument 20210401000163220, in the Probate Office of Shelby County, Alabama.

(14) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 244, page 587, Deed Book 330, page 621; Deed Book 336, page 4; Deed Book 336, page 6; Instrument 1997-03819; Instrument 1997-9552; Instrument 2000-04451; Instrument 2000-04453 and Corrected in Instrument 2001-21744; Instrument 20060221000084810; Instrument 20060221000084820, and corrected in Instrument 20081202000454670, in the Probate Office of Shelby County, Alabama.

(15) Any continuing liens affecting subject property which may be created by potential future assessments of the Pine Mountain Preserve Improvement District No. Seven. Such assessments constitute a super-priority lien on subject property pursuant to Chapter 99A of Title 11 of Code of Alabama 1975 (the "Alabama Improvement District Act").

(16) Powers and provisions as set out in the Articles of Incorporation of Pine Mountain Preserve Association, Inc., as recorded in Book LR201515, Page 20421, in the Probate Office of Jefferson County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.

(17) Terms and Condition of Conservation Easement and Declaration of Restrictions and Covenants and Notice of Conveyance by and between Pine Mountain Preserve, LLLP d/b/a Pine Mountain



20210928000473810 2/6 \$113.50  
Shelby Cnty Judge of Probate, AL  
09/28/2021 03:30:37 PM FILED/CERT



Preserve, LLP and North American Land Trust, as set out in Instrument 20051228000666520, in the Probate Office of Shelby County, Alabama.

(18) Easement granted to Southern Bell Telephone and Telegraph Company recorded in Deed Book 320, Page 981 and Deed Book 343, Page 934, in the Probate Office of Shelby County, Alabama.

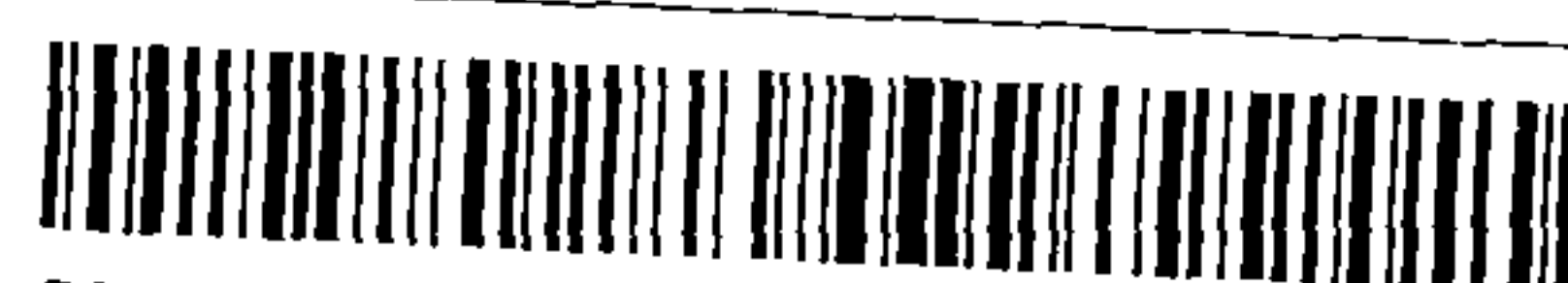
(19) Mineral and Mining Rights not owned by Grantor.

(20) Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community as recorded in Instrument 20151228000440560; Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve as recorded in Instrument 2021022200087210; Supplementary Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, Pine Mountain Trail Sector, as recorded in Instrument 20210401000163200 and Supplementary Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, Foxtail Sector, as recorded in Instrument 20210401000163210, in the Probate Office of Shelby County, Alabama.

(21) In accordance with Article III, Section 3.1 (iii) (B) of the Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve as recorded in Instrument 2021022200087210 (Amendment and Restatement of Declaration), the Grantor herein being the Developer as set forth in the Declarations in items 20 hereinabove, designates the maximum number of acres shall be a maximum of ten (10) acres that may be used as a Pasture on the Tract within the Conservation Area conveyed by this deed. The location of said ten (10) acres shall be approved in accordance with Section 3.21 of the Conservation Easement and Article IX of the Amendment and Restatement of Declaration by separate affidavit to be recorded in the Probate Office of Shelby County, Alabama.

This conveyance is made with the express reservation and condition that the Grantees, for themselves and on behalf of their heirs, administrators, executors, successors, assigns, contractors, permittees, licensees and lessees, hereby release and forever discharge Grantor and Pine Mountain Preserve, Inc., Pine Mountain Preserve, LLLP, Eddleman Lands, LLC, Eddleman Properties, LLC and Eddleman Realty, (herein collectively referred to as the Pine Mountain Preserve entities) their successors and assigns, from any and all liability, claims and causes of action whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over lands herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property, whether contiguous or non-contiguous. Further, the Grantee, its successors and assigns hereby acknowledges that the Grantor shall not be liable for and no action shall be asserted against Grantor in connection with any drainage easements, ditches or pipes or drainage problems associated therewith and that Grantee has inspected the same and accepts the property along with all drainage easements, ditches or pipes or drainage problems in its present "AS IS" condition. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing the Property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Grantor and Pine Mountain entities shall mean and refer to (i) the officers, directors, agents and employees of Grantor and the Pine Mountain Preserve entities as defined herein above and any *successors* and assigns hereof. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through Grantee.


**TO HAVE AND TO HOLD** unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.



20210928000473810 3/6 \$113.50  
Shelby Cnty Judge of Probate, AL  
09/28/2021 03:30:37 PM FILED/CERT

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand by its duly authorized representative this 27th day of September, 2021.

GRANTOR:  
Eddleman Residential, LLC  
an Alabama limited liability company

By:   
Douglas D. Eddleman  
Its: President and CEO

RE: Tract 12-H Pine Mountain Trail  
James N. Irvin and Amanda E. Irvin

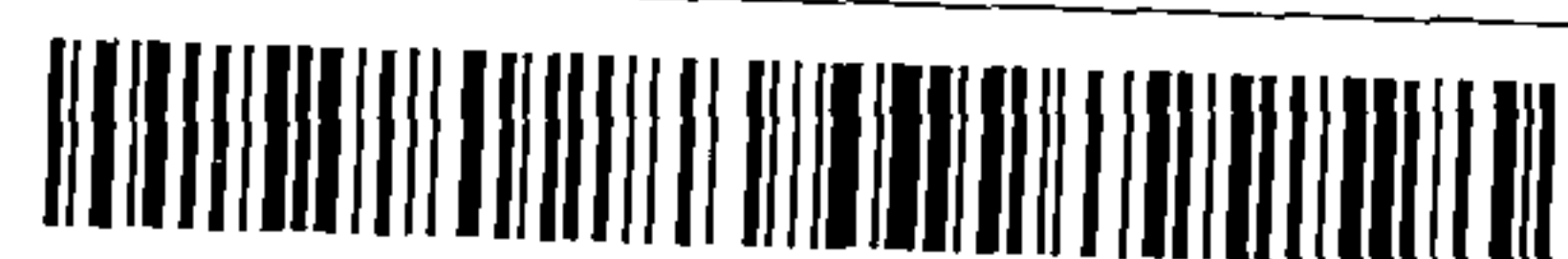
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO of Eddleman Residential, LLC an Alabama limited liability company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 27th day of September, 2021.




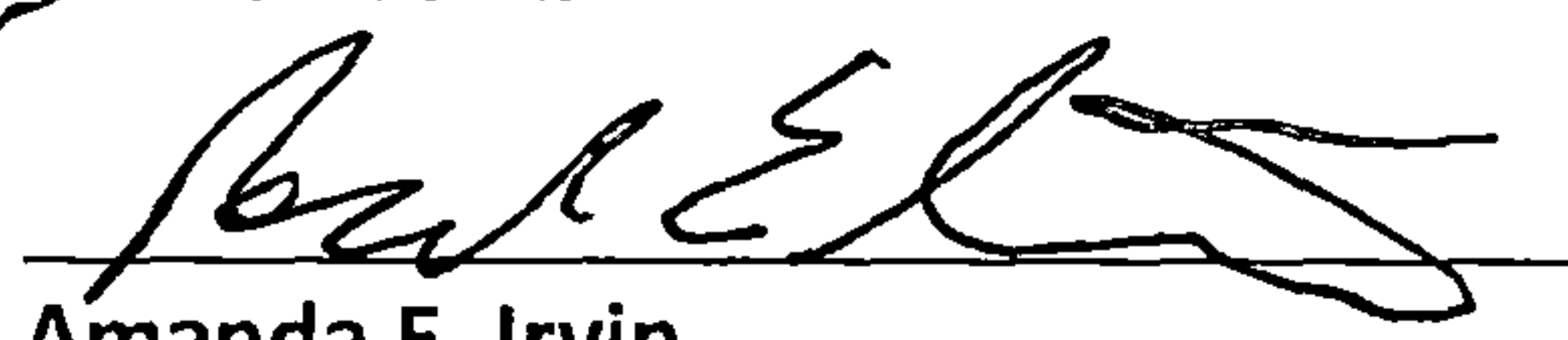
  
NOTARY PUBLIC  
My Commission Expires: 06/02/2023



20210928000473810 4/6 \$113.50  
Shelby Cnty Judge of Probate, AL  
09/28/2021 03:30:37 PM FILED/CERT



The Grantees execute this deed only to acknowledge and accept all covenants and restrictions contained hereinabove and Grantees, their heirs, successors and assigns, agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions.

  
James N. Irvin  
  
Amanda E. Irvin

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James N. Irvin and Amanda E. Irvin, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of September, 2021.



  
Notary Public  
My Commission Expires: 06/02/2023



20210928000473810 5/6 \$113.50  
Shelby Cnty Judge of Probate, AL  
09/28/2021 03:30:37 PM FILED/CERT

# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Eddleman Residential, LLC	Grantee's Name	James N. Irvin and Amanda E. Irvin
Mailing Address	2700 Hwy. 280, Ste. 425 Birmingham, AL 35223	Mailing Address	128 Austin Circle Birmingham, AL 35242
Property Address	554 Pine Mountain Trail Chelsea, AL 35043	Date of Sale	September 27, 2021
		Total Purchase Price	\$ 305,000.00
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:  
(check one) (Recordation of documentary evidence is not required)

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Bill of Sale                 | <input type="checkbox"/> Appraisal |
| <input type="checkbox"/> Sales Contract               | <input type="checkbox"/> Other     |
| <input checked="" type="checkbox"/> Closing Statement | Deed                               |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

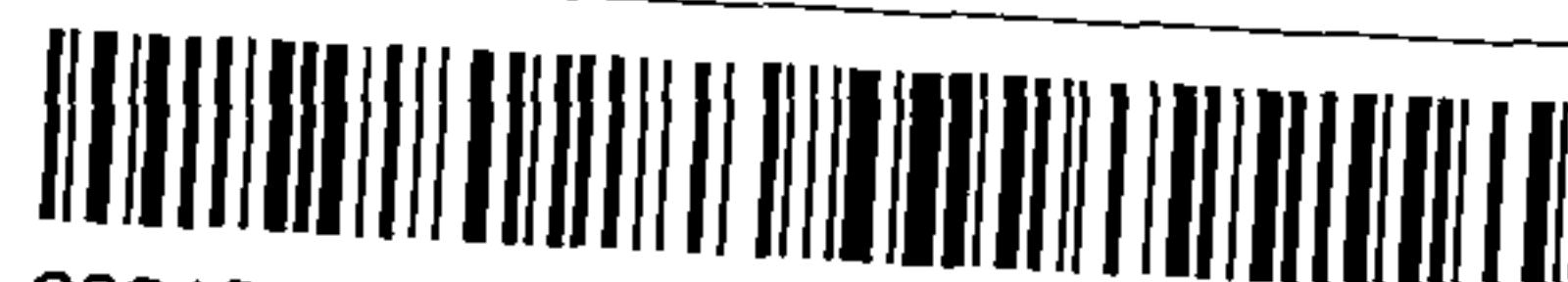
\_\_\_\_\_  
Unattested

\_\_\_\_\_  
(verified by)

Eddleman Residential, LLC  
By: Douglas D. Eddleman, President and CEO  
Print \_\_\_\_\_

Sign \_\_\_\_\_

(Grantor/Grantee/Owner/Agent) circle one



20210928000473810 6/6 \$113.50  
Shelby Cnty Judge of Probate, AL  
09/28/2021 03:30:37 PM FILED/CERT